

APPLICATION FOR PERMIT

FEE PAID 1000
5/26/98

I have examined this application
as required by RCW 90.03.020 and find that
it is: ☐ not an "action"

☒ SURFACE WATER
☐ GROUND WATER
☒ categorically exempt.

\$10.00 MINIMUM STATUTORY EXAMINATION FEE REQUIRED WITH APPLICATION

DATE: 6/2/98 SIGNATURE: [Signature] (GRAY BOXES FOR OFFICE USE ONLY)

APPLICATION NO.	W.R.I.A.	COUNTY	PRIORITY DATE	TIME	ACCEPTED
5127953	1	Whatcom	5.26.98		JP
APPLICANT'S NAME — PLEASE PRINT					Bus. Tel.
MICHAEL B. ALLSOP - MARIANNE ALLSOP					360-734-9090
					Home Tel.
					360-733-4517
					Other Tel.
ADDRESS (STREET)		(CITY)	(STATE)	(ZIP CODE)	
2247 No. Shore Rd		Bellingham	WA	98226	
DATE & PLACE OF INCORPORATION IF APPLICANT IS A CORPORATION					

1. SOURCE OF SUPPLY	
IF SURFACE WATER	IF GROUND WATER
SOURCE (NAME OF STREAM, LAKE, SPRING, ETC.) (IF UNNAMED, SO STATE)	SOURCE (WELL, TUNNEL, INFILTRATION TRENCH, ETC.)
LAKE WHATCOM	
TRIBUTARY	SIZE AND DEPTH

2. USE	
USE TO WHICH WATER IS TO BE APPLIED (DOMESTIC SUPPLY, IRRIGATION, MINING, MANUFACTURING, ETC.)	
Single domestic supply - cat in house	
ENTER QUANTITY OF WATER REQUESTED USING UNITS OF:	CUBIC FEET PER SECOND (CFS) OR GALLONS PER MINUTE (GPM) ACRE FEET PER YEAR
	04.02 OR 209 GPM 12.1 ACRE FT/YR

TIMES DURING YEAR WATER WILL BE REQUIRED
ENTIRE YEAR

IF IRRIGATION, NUMBER OF ACRES	IF DOMESTIC USE, NUMBER OF UNITS BY TYPE, E.G. 1-HOME, 2-CAMPSITES, ETC.	IF MUNICIPAL USE, ESTIMATED POPULATION 20 YEARS FROM TODAY
LAND & GARDENS	1-HOME, 2-CAMPSITES, ETC. 0-5	
DATE PROJECT WAS OR WILL BE STARTED	DATE PROJECT WAS OR WILL BE COMPLETED	
1st USE		

3. LOCATION OF POINT OF DIVERSION/WITHDRAWAL						
3A. IF IN PLATTED PROPERTY						
LOT	BLOCK	OF (GIVE NAME OF PLAT OR ADDITION)	SECTION	TOWN	RANGE	ALSO, PLEASE ENCLOSE A COPY OF THE PLAT AND MARK THE POINT(S) OF WITHDRAWAL OR DIVERSION
17	4	PLAT OF ABATE 13A	25	38	3E	

3B. IF NOT IN PLATTED PROPERTY				
ON ACCOMPANYING SECTION MAPS, ACCURATELY MARK AND IDENTIFY EACH POINT OF DIVERSION, SHOW NORTH-SOUTH AND EAST-WEST DISTANCES FROM NEAREST SECTION CORNER OR PROPERTY CORNER				
ALSO, ENTER BELOW THE DISTANCES FROM THE NEAREST SECTION OR PROPERTY CORNER TO THE DIVERSION OR WITHDRAWAL.				
LOCATED WITHIN (SMALLEST LEGAL SUBDIVISION)	SECTION	TOWNSHIP N.	RANGE (E. OR W.) W.M.	COUNTY

4. DO YOU OWN THE LAND ON WHICH THIS SOURCE IS LOCATED. IF NOT, INSERT NAME & ADDRESS OF OWNER
yes

5. LEGAL DESCRIPTION OF PROPERTY ON WHICH WATER IS TO BE USED
ATTACH A COPY OF THE LEGAL DESCRIPTION OF THE PROPERTY (ON WHICH THE WATER WILL BE USED) TAKEN FROM A REAL ESTATE CONTRACT, PROPERTY DEED OR TITLE INSURANCE POLICY. OR, COPY CAREFULLY IN THE SPACE BELOW.
enclosed

WHAT IS YOUR INTEREST IN THE PROPERTY ON WHICH THE WATER IS TO BE USED (PROPERTY OWNER, LESSEE, CONTRACT PURCHASER, ETC.)

ARE THERE ANY EXISTING WATER RIGHTS RELATED TO THE LAND ON WHICH THE WATER IS TO BE USED (INCLUDING WATER PROVIDED BY IRRIGATION DISTRICTS OR DITCH COMPANIES.)

☒ YES ☒ NO

IF YES, FROM WHAT SOURCE (i.e. SURFACE OR GROUND WATER) AND UNDER WHAT AUTHORITY

GRANTED BY LAND OFFICES OF OLYMPIA-WASHINGTON TERRITORY CERTIFICATE # 5004. PROOF OF SALE TO DANIEL JACKSON FROM U.S.

GOVERNMENT IN 1874 WITH WATER RIGHTS AS STATED. SEE ADDITIONAL 1979 WATER RIGHTS CLAIM.

6. DESCRIPTION OF SYSTEM PROPOSED OR INSTALLED

(FOR EXAMPLE: SIZE OF PUMP, CAPACITY OF PUMP, PUMP MOTOR HORSE POWER, PIPE DIAMETER, NUMBER OF SPRINKLERS, ETC.)

2 hp pump 2" pipe

REMARKS

7. Legal description enclosed

8. COMPLETE THIS SECTION ONLY IF THIS APPLICATION INCLUDES IRRIGATION AS A USE

IN ORDER TO IMPLEMENT THE PROVISIONS OF INITIATIVE MEASURE NUMBER 59, THE FAMILY FARM WATER ACT WHICH WAS PASSED BY THE VOTERS ON NOVEMBER 3, 1977, WE MUST ASK THE FOLLOWING QUESTIONS:

DOES THE TOTAL NUMBER OF ACRES IN WHICH YOU HAVE CONTROLLING INTEREST IN THE STATE OF WASHINGTON EXCEED 2000 ACRES FOR THE FOLLOWING THREE CATEGORIES:

- | | | |
|---|------------------------------|-----------------------------|
| 1. LANDS THAT ARE BEING IRRIGATED UNDER WATER RIGHTS ACQUIRED AFTER DECEMBER 8, 1977. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2. LANDS THAT MAY BE IRRIGATED UNDER APPLICATIONS NOW ON FILE WITH THE DEPARTMENT OF ECOLOGY. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3. LANDS THAT MAY BE IRRIGATED UNDER THIS APPLICATION. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

IF 10 ACRE-FEET OR MORE OF WATER IS TO BE STORED AND/OR IF THE WATER DEPTH WILL BE 10 FEET OR MORE AT THE DEEPEST POINT, A STORAGE PERMIT MUST BE FILED IN ADDITION TO THIS PERMIT. THESE FORMS CAN BE SECURED, TOGETHER WITH INSTRUCTIONS, FROM THE DEPARTMENT OF ECOLOGY.

SIGNATURES

MICHAEL G. ALLSOP

Michael G. Allsop
APPLICANT'S SIGNATURE

LEGAL LANDOWNERS NAME
(PLEASE PRINT)

Michael G. Allsop
LEGAL LANDOWNER'S SIGNATURE (OWNER OF PROPERTY DESCRIBED IN ITEM NUMBER 5)

2247 N. Shore Rd
BELLINGHAM WA. 98226
LEGAL LANDOWNER'S ADDRESS

FOR OFFICE USE ONLY

STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

ss.

This is to certify that I have examined this application together with the accompanying maps and data, and am returning it for correction or completion as follows:

.....

.....

In order to retain its priority date, this application must be returned to the Department of Ecology, with corrections, on or before, 19.....

Witness my hand this day of, 19.....

Sep. 6. 1995 12:11PM

ST AMERICAN TITLE

ATLOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:

No. 5844 P. 3/7

7-6-8
570'16 A1117

WHATCOM COUNTY

BELLINGHAM, WA

03/02/92 11:59 AM

REQUEST OF: /FAT

Shirley Forslof, AUDITOR

BY: PW, DEPUTY

\$7.00 DEED

Vol: 238 Page: 524

File No: 320302055

#44026

FORM L58F

Statutory Warranty Deed

THE GRANTOR FLORENCE B. GESCHKE, a widow

for and in consideration of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATIONS

in hand paid, conveys and warrants to MICHAEL G. ALLSOP and MARIANNE ALLSOP, husband and wife

the following described real estate, situated in the County of

WHATCOM

, State of

BLOCK 4

THE SOUTHERLY 70 FEET OF LOT 16 AND ALL OF LOT 17/ "PLAT OF ACATE BAY", ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 68 AND 69, RECORDS OF WHATCOM COUNTY, WASHINGTON.

- SUBJECT TO:
- 1.) Reservations contained in Deed of record under Auditor's File No. 366909
 - 2.) Rights of reversionary owners as to that portion to sale lot, if any, covered by water.
 - 3.) Exceptions and Reservations contained in Deed of record under Auditor's File Number 373547 and 373548.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated July 6, 1977, 10, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Excise Tax was paid on this sale or stamped exempt on

Rec. No.

Dated this

6th

day of July, 1977

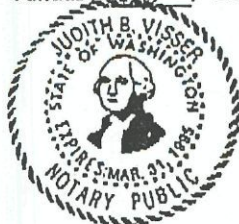
Florence B. Geschke
FLORENCE B. GESCHKE

STATE OF WASHINGTON)
COUNTY OF WHATCOM)

SS

I certify that I know or have satisfactory evidence that FLORENCE B. GESCHKE is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: January 16, 1992



Judith B. Visser
NOTARY PUBLIC in and for the State of

Washington, residing at

My commission expires

Bellingham
3/31/94



PIONEER NATIONAL
TITLE INSURANCE

ATCOR COMPANY

Filed for Record at Request of

AFTER RECORDING MAIL TO:
PIONEER NATIONAL TITLE INSURANCE
P.O. BOX 2159
BELLINGHAM, WA 98225

THIS SPACE RESERVED FOR RECORDER'S USE.

RECORDED
PIONEER NATIONAL TITLE
INSURANCE COMPANY

JUL 15 1977 8:10 AM

VOL. 376 PAGE 286
REQUEST OF L. W. HANSEN, AUDITOR
WHATCOM COUNTY, WASH.
DEPUTY

7-68

SLY 70/16
ALL 17/4

1 - A [x] 2 3
4 5 8 2 6

D-64059

1257833

Quit Claim Deed

15332

FORM 1.56 R

JUL-15-77

THE GRANTOR FLORENCE B. GESCHKE

for and in consideration of TO CLEAR TITLE

convey and quit claim to MICHAEL G. ALLSOP and MARIANNE ALLSOP, husband and wife

the following described real estate, situated in the County of WHATCOM

State of Washington including any interest therein which grantor may hereafter acquire:

A TRACT OF LAND IN GOV. LOT 5, SEC. 25, TWP. 38 N., RANGE 3 E. OF W.M., WHICH IS THAT PORTION OF THE FORMER EASEMENT FOR RIGHT OF WAY OVER SAID GOV. LOT 5 OF THE BELLINGHAM BAY AND EASTERN RAILROAD AND MORE RECENTLY THE BURLINGTON NORTHERN RAILROAD THAT LIES EASTERLY OF THE CENTERLINE OF SAID RIGHT OF WAY AND THAT ABUTTS LOT 17 AND THE SOUTHERLY 70 FEET OF LOT 16 OF BLOCK 4 OF THE PLAT OF AGATE BAY IN SAID SAID GOV. LOT 5, THE NORTH AND SOUTH PROPERTY LINES OF SAID PLAT LOTS BEING EXTENDED WESTERLY ACROSS THE ABANDONED RAIL ROAD RIGHT OF WAY OF SAID CENTER LINE, SAID EASTERLY HALF OF SAID RIGHT OF WAY IS 50 FEET WIDE WHERE IT ABUTTS SAID PLAT LOTS AND SAID TRACT BECOMES A CONTINUOUS PART OF SAID PLAT LOT SUBJECT TO ANY EXISTING EASEMENTS OR AGREEMENTS FOR ROADS OR DRIVENWAYS.

1257833

Dated this 6th day of July, 1977

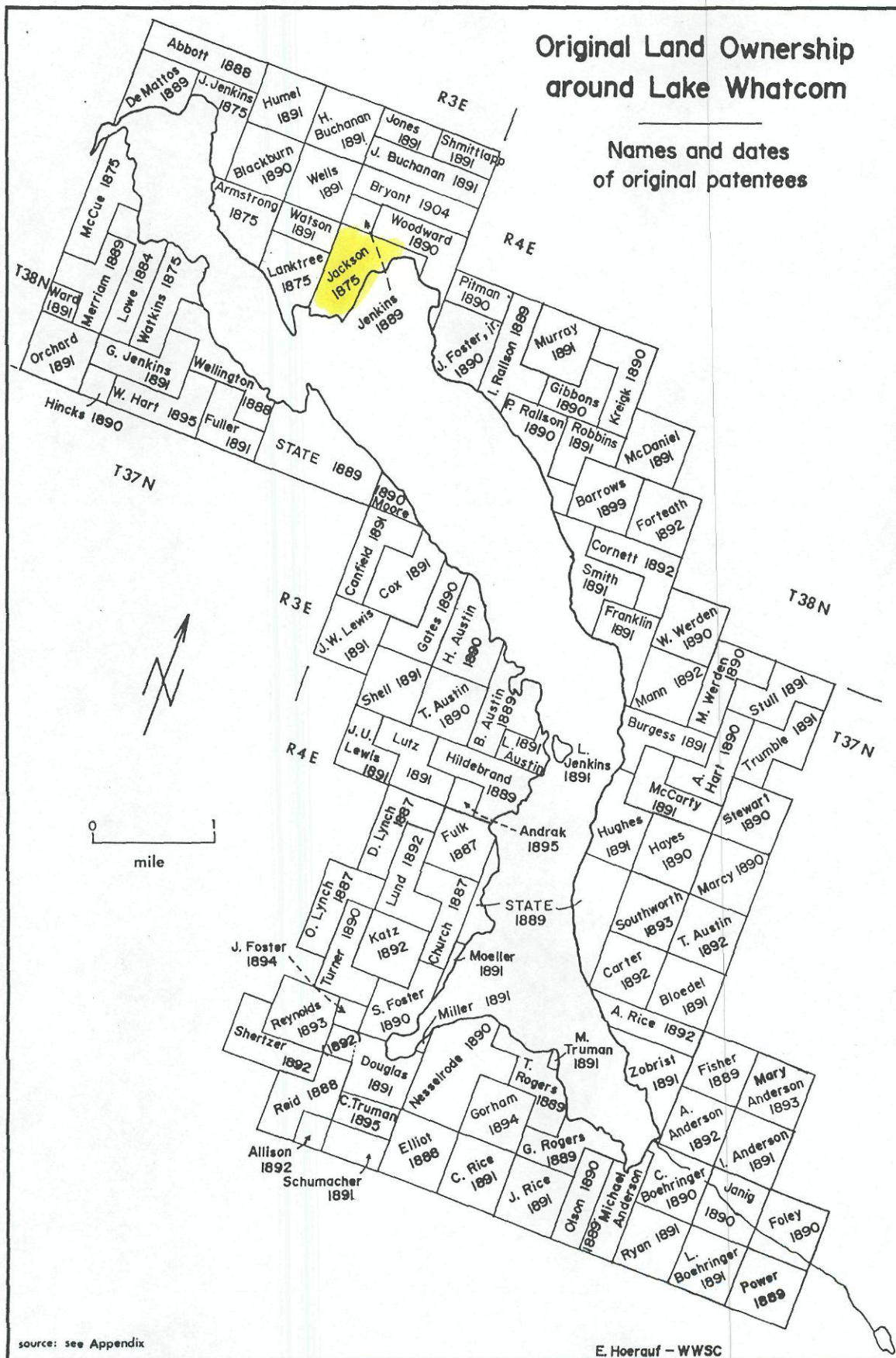
Florence B. Geschke
Florence B. Geschke

STATE OF WASHINGTON, }
County of Whatcom }

On this day personally appeared before me Florence B. Geschke
to me known to be the individual described in and who executed the within and foregoing instrument, and
acknowledged that she signed the same as her free and voluntary act and deed, for the
uses and purposes therein mentioned.

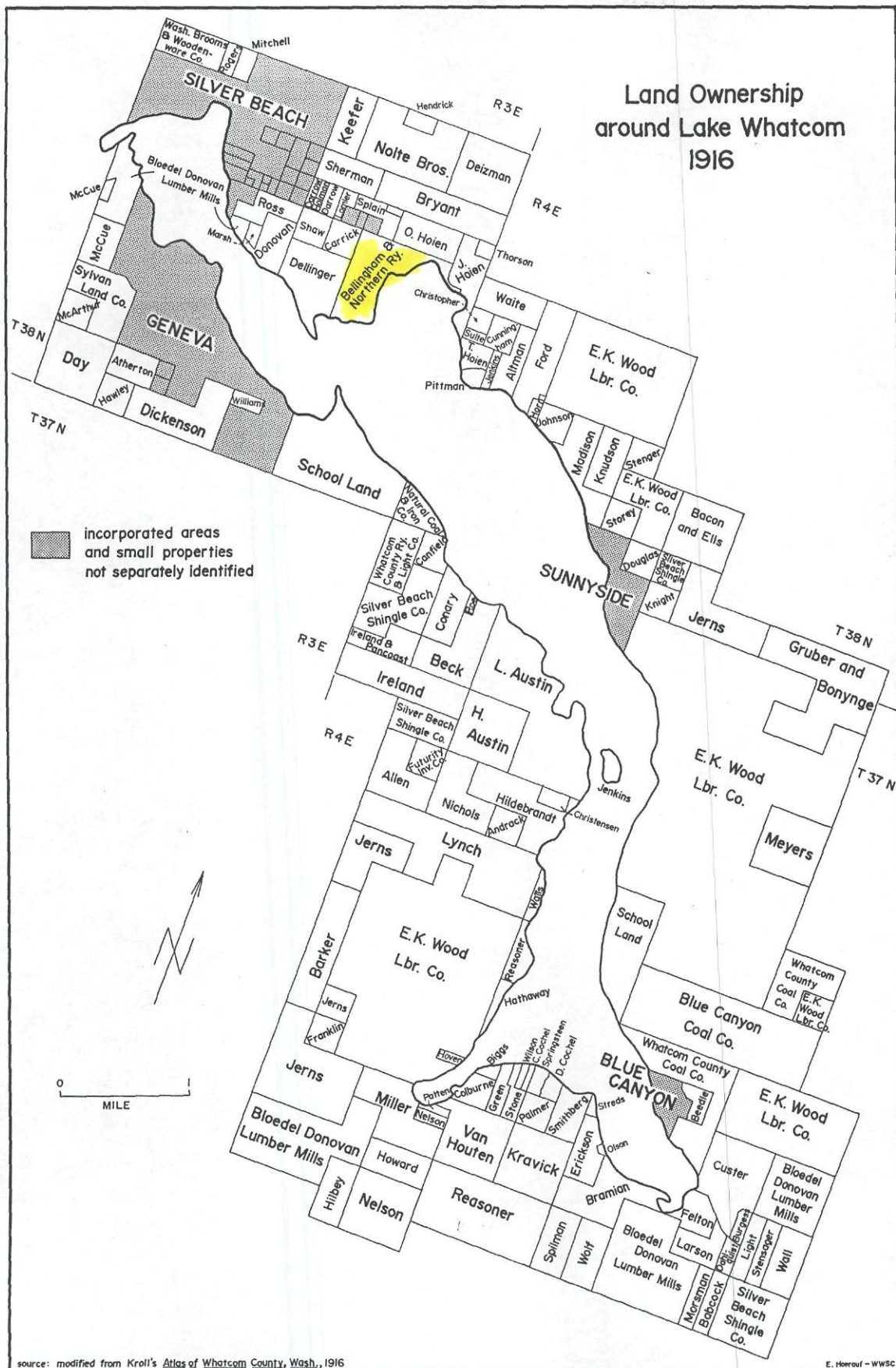
GIVEN under my hand and official seal this 14th day of July, 1977

Ramona G. Kennedy
Notary Public in and for the State of Washington,
Residing at Bellingham

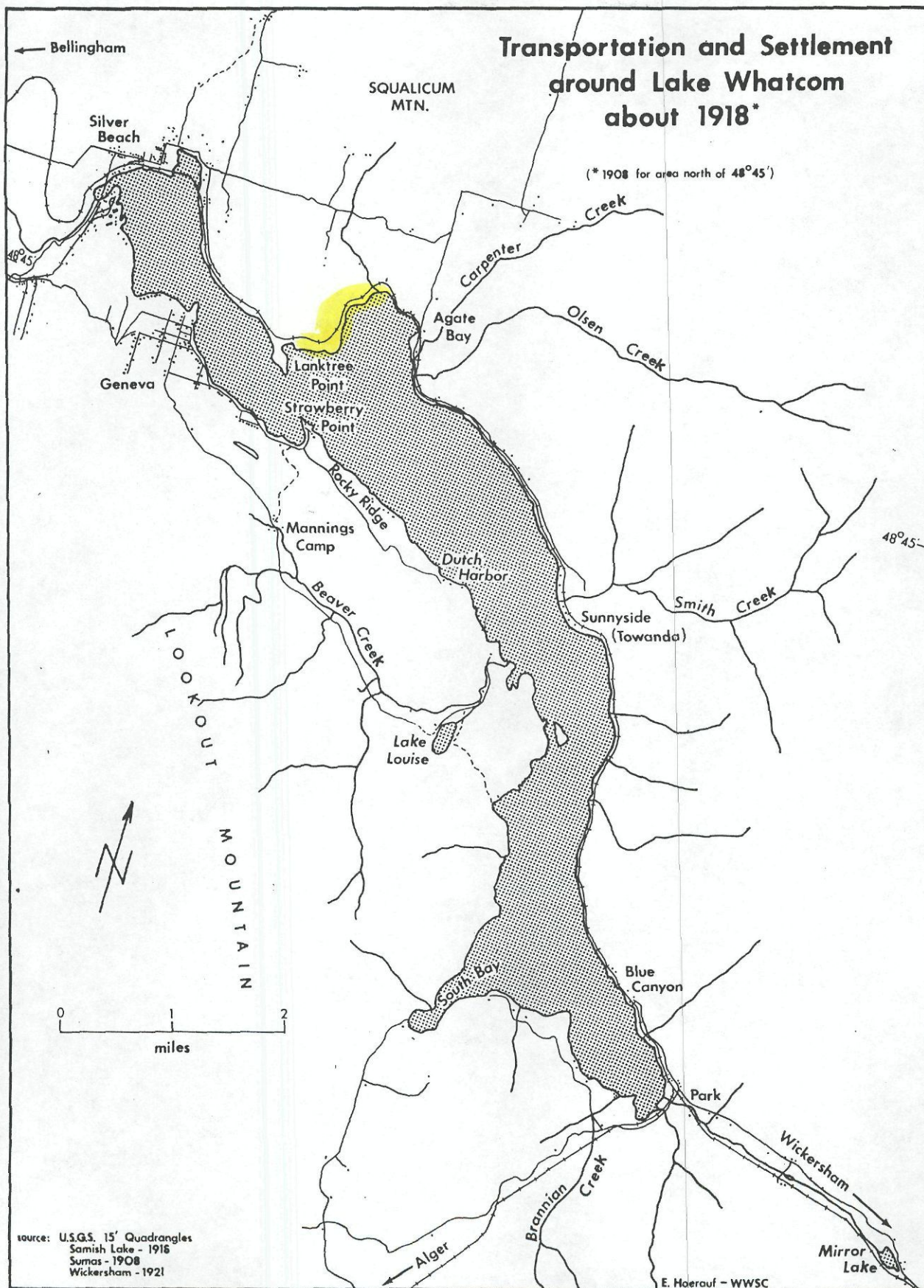


Map II--Map of Original Land Ownership around Lake Whatcom

Land Ownership around Lake Whatcom 1916



Map III--Map of Land Ownership around Lake Whatcom, 1916



Map IV--Map of Transportation and Settlement around
Lake Whatcom about 1918

1018705

Statutory Warranty Deed

RECORDED



BELLINGHAM TITLE



Mail to

Sam Peach

Send Tax Statement to

1018705

Form L58

Statutory Warranty Deed

THE GRANTORS CHARLES A. ROGERS and ELTA ROGERS, his wife,

for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, conveys and warrants to LEO C. NIELSEN and CHARLOTTE A. NIELSEN

the following described real estate, situated in the County of Whatcom, State of Washington:

Lots 14, 15 and 16, Block 4, "Plat of Agate Bay", Whatcom County, Washington, as per the map thereof, recorded in Book 7 of Plats, pages 68 and 69, in the Auditor's office of said county and state, EXCEPT the Southerly 70 feet of said Lot 16, and reserving mineral rights to the State of Washington as per Auditor's file No. 373547 and Auditor's file No. 373548.

Sellers also convey and quitclaim herewith Sellers' interest as lessee under those certain leases and permits filed under Auditor's file No. 89164 and No. 89165.



DEC-14-66 97868 -507 20.00

PAID

HUGH CORY

Dated this

9th

day of December, 1966.

Charles A. Rogers (SEAL)
Elta Rogers (SEAL)

STATE OF WASHINGTON, } ss.
 County of Whatcom

On this day personally appeared before me CHARLES A. ROGERS and ELTA ROGERS, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

10th day of December, 1966

James R. Johnson
 Notary Public in and for the State of Washington,
 residing at Bellingham.

1018705

Dec. 14, 1966

1049522

REAL ESTATE CONTRACT

THIS CONTRACT, made this 19th day of August, 1968 between
 Leo C. Nielsen & Charlotte A. Nielsen, his wife hereinafter called the "seller" and
 Michael G. Allsop & Marianne N. Allsop, his wife hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the
 seller the following described real estate with the appurtenances, situate in Whatcom County,
 Washington:

Lots 14, 15, and 16, Block 4, "Plat of Agate Bay," Whatcom County,
 Washington, as per the map thereof, recorded in Book 7 of Plats,
 pages 68 and 69, in the Auditor's office of said county and state,
 EXCEPT the Southerly 70 feet of said Lot 16.

SEP--6-68 89125 Nls----- 60.00

Free of incumbrances, except: Easements, Restrictions, Reservations of record
 if any.

PAID

HUGH CONY
TREAS.

On the following terms and conditions: The purchase price is Six Thousand and no/100--
 ----- (\$ 6,000.00) dollars, of which
 Four Thousand and no/100----- (\$ 4,000.00) dollars
 has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said
 purchase price as follows:
 Two Thousand and no/100 (\$2,000.00) dollars, plus interest at the
 rate of eight per cent per annum, on or before August 18, 1969, but
 not before January 1, 1969.

The purchaser agrees: (1) to pay before delinquency all payments of whatsoever nature, required to be
 made upon or by virtue of said mortgage, if any; also all taxes and assessments which are above assumed by
 him, if any, and all which may, as between grantor and grantee, hereafter become a lien on the premises; and
 also all taxes which may hereafter be levied or imposed upon, or by reason of, this contract or the obligation
 thereby evidenced, or any part thereof; (2) to keep the buildings now and hereafter placed upon the premises
 unceasingly insured against loss or damage by fire, to the full insurable value thereof, in the name of the seller
 as owner, in an insurance company satisfactory to the seller for the benefit of the mortgagee, the seller, and the
 purchaser, as their interests may appear, until the purchase price is fully paid, and to deliver to seller the
 insurance policies, renewals, and premium receipts, except such as are required to be delivered to the mortgagee;
 (3) to keep the buildings and all other improvements upon the premises in good repair and not to permit waste;
 and (4) not to use the premises for any illegal purpose.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any pay-
 ments required to be made on account of the mortgage, or to insure the premises as above provided, the seller
 may pay such taxes and assessments, make such payments, and effect such insurance, and the amounts paid
 therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the
 rate of 10 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

Sept. 6, 19

1049522

The purchaser agrees to assume all risk of damage to any improvements upon the premises, or of the taking of any part of the property for public use; that no such damage or taking shall constitute a failure of consideration, but in case of such damage or taking, all moneys received by the seller by reason thereof shall be applied as a payment on account of the purchase price of the property, less any sums of money which the seller may be required to expend in procuring such money, or at the election of the seller, to the rebuilding or restoration of such improvements.

The seller agrees, upon receiving full payment of the purchase price and interest in the manner above specified, to execute and deliver to purchaser a Warranty deed to the property, excepting such part thereof which may hereafter be condemned, if any, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller has delivered, or within ten days herefrom will procure and deliver, to the purchaser, a title policy in usual form issued by the Transamerica Title Insurance Company, insuring the purchaser to the full amount of said purchase price against loss or damage occasioned by reason of defect in, or incumbrance against, seller's title to the premises, not assumed by the purchaser, or as to which the conveyance hereunder is not to be subject.

The parties agree: (1) to execute all necessary instruments for the extension of payment or renewal of said mortgage during the period prior to the delivery of said deed, or the termination of purchaser's rights by virtue of the provisions hereof; provided the seller shall not be obligated thereby to assume any personal obligation or to execute any mortgage providing for a deficiency judgment against the seller, or securing a principal indebtedness in excess of that now unpaid on the above mentioned mortgage or bearing an interest rate of more than two per cent greater than that of the original mortgage indebtedness; (2) that the purchaser has made full inspection of the real estate and that no promise, agreement or representation respecting the condition of any building or improvement thereon, or relating to the alteration or repair thereof, or the placing of additional improvements thereon, shall be binding unless the promise, agreement or representation be in writing and made a part of this contract; (3) that the purchaser shall have possession of the real estate on August 19, 1968 and be entitled to retain possession so long as purchaser is not in default in carrying out the terms hereof; and (4) that, upon default, forfeiture may be declared by notice sent by registered mail to the address of the purchaser, or his assigns, last known to the seller.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated, and upon his doing so, all payments made by the purchaser hereunder and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller within six months after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Leo C. Nielsen (Seal)
Charlotte A. Nielsen (Seal)
Michael E. Berg (Seal)
Marianne M. Allsopp (Seal)



I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 5th day of Sept. 1968, personally appeared before me Leo C. Nielsen and Charlotte A. Nielsen

to me known to be the individual as described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Leo C. Nielsen
 Notary Public in and for the state of Washington,
 residing at Bellingham



Filed for Record at Request of

Name Kelstrom Agency
 Address 307 W. Holly
 City and State Whatcom

THIS SPACE RESERVED FOR RECORDER'S USE:

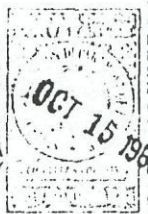
RECORDED

BELLINGHAM TITLE CO.

1968 SEP -6 PH 3:48

VOL. _____ PAGE _____
 REQUEST OF
 WELLA HANSEN, AUDITOR
 WHATCOM COUNTY, WASH.
 DEPUTY

Sept. 6, 1968



company

RECORDED

THIS SPACE RESERVED FOR RECORDER'S USE.

OCT 15 PM 3:43

1007193

REVENUE STAMPS

200
0.00

OCT-15-69 -0790 -A Exc Tax 2

TO Bill Baker Mutual
Bay 307
County

BTCo #69303

Form L58

Statutory Warranty Deed

THE GRANTOR Leo C. Nielsen and Charlotte A. Nielsen, his wife

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS

in hand paid, conveys and warrants to Michael G. Allsop and Marianne ^M Allsop, his wife

the following described real estate, situated in the County of Whatcom, State of Washington:

R.S. 600
Lots 14, 15, and 16, Block 4, "Plat of Agate Bay," Whatcom County, Washington, as per the map thereof, recorded in Book 7 of Plats, pages 68 and 69, in the Auditor's office of said county and state, EXCEPT the Southerly 70 feet of said Lot 16.

SUBJECT TO: Easements, Restrictions, Reservations of record if any.

Excise Tax paid under treasurer receipt # 89125

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated August 19th, 1968, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Dated this 14th day of October 1969

Leo C. Nielsen (SEAL)

Charlotte A. Nielsen (SEAL)

STATE OF WASHINGTON, } ss.
County of Whatcom

On this day personally appeared before me Leo C. Nielsen and Charlotte A. Nielsen, his wife to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of OCTOBER

Kenneth A. Fox
Notary Public in and for the State of Washington,
residing at Bellvue

24
222
The West 13.5 ● of the following described ● ct:
The North 50 acres of the West half of the Southeast quarter of Section 22,
Township 39 North, Range 2 East of W.M., LESS the North 270 feet of the West
806 feet and less roads.

Arnold M Hougan
Dorothy J Hougan

E M O Co., Inc.
E M Oehlert, Pres
Gordon F Smith Sec

Akd WCW May 31 1956 by fps bef Frank B Bostrom NP Seal No Stps

437-452 NG

CHARLES A ROGERS and ELTA A ROGERS,
hs wf

818463
WD

to

Dtd Jun 2 1956
Fld Jun 4 1956 2:37
Vol Pg

FRANK O JOHNSON and PEARL JOHNSON, hs
wf

\$1000.

C & W

14
36
Lot 17 and the southerly 70 feet of Lot 16, in Block 4, "Flat of Agate Bay,"
Whatcom County, Washington, as per the map thereof, recorded in Book 7 of Plats,
pages 68 and 69, in the Auditor's office of said county and state.

U
SUBJ TO reservations in deeds from the St of Wn for shorelands as recorded,
such deeds being dtd Oct 28, 1929 and Oct 19, 1929, fld respectively under
Auditor's file nos 373547 and 373548, and recorded in Vol. 208 of Deeds at
pgs 502 and 503.

Charles A Rogers
Elta A Rogers

Akd WCW Jun 2 1956 by fps bef J W Kindall NP Seal RS \$1.10 Conv Tax \$1.00 Pd
\$10.00 Rc Est Excise Tax

[Handwritten signature]

WATTLE INSURANCE COMPANY
PAID FOR REQUEST OF

JAN 13 11 01 AM 1959

WILL D. PRATT AUDITOR
WHATCOMB CO. VERMONT

--- SECURITY

Jan 13, 1958

Mail to

Send Tax Statement to

Form 467- 1-REV

B

100

 m

10

 m

10

 m 

16191 JAN 13 1958

REAL ESTATE EXCISE TAX

PAID AMT. \$ 49

Frank O. Johnson (SEAL)
Paul Johnson (SEAL)

STATE OF WASHINGTON, } ss.
County of Whatcom

On this day personally appeared before me **FRANK O. JOHNSON** and **PEARL JOHNSON**, his wife

to me known to be the individual s described in and who executed the within and foregoing instrument; and



PIONEER NATIONAL
INSURANCE

A TICOR COMPANY

Filed for Record at Request of

THIS SPACE RESERVED FOR RECORDERS USE

JUN 11 10 18 AM '76

VOL 293 PAGE 634

RECEIVED DEPT. OF REVENUE

AMERICAN INSURANCE CO. WASH. D.C.

DEPUTY

TO

2117 No. Shore Rd
Blom Lake

1219749

01

4263 -- A Exclax 8

12150

1219749
Quit Claim Deed

FORM L 56 R

JUN 11 '76

THE GRANTOR

JAS F. BOLSTER

for and in consideration of Ten Dollars

convey and quit claim to DONALD V. HAWLEY and CHARLOTTE HAWLEY, for the benefit of all owners of record or beneficially owning land abutting the below described real estate to the respective extents of the portion of said property which adjoins the property of each abutting owner. the following described real estate, situated in the County of Whatcom

State of Washington including any interest therein which grantor may hereafter acquire:

A tract of land 100 feet wide being 50 feet wide on each side of the centerline of the former Bellingham Bay and Eastern Railroad as was located and constructed over and across Lots 6, 5, 4, and part of 3, all situate in Section 25, Township 38 North, Range 3 East of W.M. said centerline being more particularly described as follows: Beginning at a point on the boundary line between Sections 25 and 26 in Township 38 North, Range 3 East about 900 feet South of the Quarter Corner between said Sections 25 and 26 and continuing on a spiral curve to the right embracing a curvature of 7° 30' a distance of 60 feet; Thence on a circular curve to the right with a radius of 573.7 feet a distance of 95 feet; Thence on a spiral curve with a curvature of 7° 30' a distance of 153 feet; Thence on a tangent course of South 85° 48' East a distance of 259.6 feet; Thence on a spiral curve to the left embracing a curvature of 4° 40' a distance of 112 feet; Thence on a circular curve to the left with a radius of 905 feet a distance of 851.5 feet; Thence continuing on a circular curve to the left with a radius of 738 feet a distance of 74.2 feet; Thence on another circular curve to the left with a radius of 573.7 feet a distance of 130 feet; Thence on a spiral curve to the left with a curvature of 7° 30' a distance of 153 feet; Thence on a tangent course of North 9° 21' East a distance of 642.8 feet; Thence on a spiral curve with a curvature of 4° 40' a distance of 112 feet; Thence on another spiral curve with a curvature of 4° 40' a distance of 112 feet; Thence on a spiral curve of 7° 30' to the right a distance of 153 feet; Thence on a circular curve to the right with a radius of 573.7 feet a distance of 440 feet; Thence on a spiral curve to the right with a curvature of 7° 30' a distance of 153 feet; Thence on a tangent course of North 59° 01' East a distance of 140 feet; Thence on a spiral curve to the left with a curvature of 7° 30' a distance of 153 feet; Thence on a circular curve to the left with a radius of 573.7 feet a distance of 230 feet; Thence on a spiral curve to the left with a curvature of 7° 30' a distance of 153 feet; Thence on a tangent course of North 21° 01' East a distance of 180 feet; Thence on a spiral curve to the right with a curvature of 9° 10' a distance of 180 feet; Thence on a circular curve to the right with a radius of 573.7 feet a distance of about 450 feet at which point said centerline enters Section 24 of said township and range and continues in a uniform curve a distance of about 300 feet where said curve returns to said Section 25; Thence on a spiral curve to the right with a curvature of 7° 30' a distance of 153 feet; Thence on a tangent course of South 36° 31' East a distance of 394.5 feet; Thence on a spiral curve to the left with a curvature of 7° 30' a distance of 153 feet to the boundary line between Lots 2 and 3 in said Section 25, Township 38 North, Range 3 East of W.M. Said tract containing 13.42 Acres more or less.

**PIONEER NATIONAL
TITLE INSURANCE**

A TICOR COMPANY

Filed for Record at Request of

1219749

TO

2117 No. Shore Rd
Blom, Conn.

THIS SPACE RESERVED FOR RECORDER'S USE

f. t. l. l. l.

Gen

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VOL 293 PAGE 634

RECEIVED *DR*

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

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REVENUE STAMPS

4263 — A Excise 9:

~~12150~~

Dated this

107

day of

June 176
James Walsh (SEAL)

STATE OF WASHINGTON, } ss.
County of Whatcom.

On this day personally appeared before me, James F. Halster
to me known to be the individual described in and who executed the within and foregoing instrument, and
acknowledged that he signed the same as his free and voluntary act and deed, for the
uses and purposes therein mentioned.

GIVEN under my hand and official seal this

15th day of

June, 1976

Notary Public in and for the State of Washington
residing at 1 1 1

Bellevue

VOL 29 PAGE 635

JUN 11 1976

QUIT-CLAIM DEED

Statutory Form

THE GRANTOR b DONALD V. HAWLEY and CHARLOTTE HAWLEY et allof BELLINGHAM in the County of WHATCOM and State of Washington, for the consideration of _____

One (1) _____ Dollars

in hand paid, convey s and quit-claim s to IVOR J. ALLSOPMail to: 2079 North Shore Road, Bellingham,of the County of WHATCOM in the State of Washington all
interest in the following described Real Estate

A tract of land in Gov. Lots 4 & 5, Sec. 25, Twp. 38 N., Range 3 E. of WM which is that portion of the former easement for right of way over said Gov. Lots of the Bellingham Bay and Eastern Railroad and more recently the Burlington Northern Railroad that lies easterly of the center line of said right of way and that abuts Lots 1 thru 13 of Block 4 of the Plat of Agate Bay in said Gov. Lot 5 also that portion of said right of way that lies westerly of said center line and that abuts Tax Parcel 3.1 in said Gov. Lots 4 & 5, the SLY & NELY property lines of said Plat Lots and Tax Parcel being extended across the abandoned right of way to said center line. Said ELY & WLY $\frac{1}{2}$ of said right of way are each 50 feet wide where they abut said ~~xxxxxx~~ Plat Lots and Tax Parcel and said tract of land becomes a contiguous part of said ~~xxxxxx~~ Lots and Tax Parcel subject to any existing easements or agreements for road and highways etc.

situated in the County of WHATCOM, State of Washington.Dated this 28 day of Aug, 1976

Donald V. Hawley
Charlotte Hawley

STATE OF WASHINGTON,

County of WHATCOM

} ss. (INDIVIDUAL ACKNOWLEDGMENT)

I, _____ Notary Public in and for the State of Washington, residing
at Bellingham do hereby certify that on this _____
day of _____, 1976, personally appeared before me
DONALD V. HAWLEY and CHARLOTTE HAWLEY

to me known to be the individual s described in and who executed the within instrument and acknowledged that
they signed and sealed the same as their free and voluntary act and deed for the uses and
purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of

Aug 28, 1976

Notary Public in and for the State of Washington, residing at Bellingham in said County.

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RECORDED
SEP 1 11 20 AM '76
VOL 303
PAGE 303
REQUEST OF
WELLS HANSEN, JR.
WHATCOM COUNTY, WA.

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EX-1176
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SEP 1 1976

QUIT-CLAIM DEED

Statutory Form

THE GRANTOR DONALD V. HAWLEY and CHARLOTTE HAWLEY et al

of BELLINGHAM in the County of WHATCOM and State of Washington, for the consideration of

One (1) Dollars

in hand paid, convey and quit-claim to MICHAEL G. ALLSOP

mailing: 2247 North Shore Road, Bellingham,

of the County of WHATCOM in the State of Washington all

interest in the following described Real Estate

A tract of land in Gov. Lot 5, Sec. 25, Twp. 38 N., Range 3 E. of WM which is that portion of the former easement for right of way over said Gov. Lot 5 of the Bellingham Bay and Eastern Railroad and more recently the Burlington Northern Railroad that lies easterly of the center line of said right of way and that abuts Lots 14, 15 & 16 exc the SLY 70 FT of Block 4 of the Plat of Agate Bay in said Gov. Lot 5, the N & S property lines of said Plat Lots being extended westerly across the abandoned RR right of way to said center line. Said easterly 1/2 of said right of way is 50 feet wide where it abuts said Plat Lots and said tract becomes a contiguous part of said Plat Lots subject to any easements or agreements for roads or driveways etc.

RECORDED

SEP 1 11 19 AM '76
VOL 323 PAGE 360
REQUEST OF
WELLS HANSEN, AUDITOR
WHATCOM COUNTY, WASH.
DEPUTY

36

4

situated in the County of WHATCOM State of Washington.

Dated this 28 day of Aug, 1976

Donald V. Hawley
Charlotte Hawley

STATE OF WASHINGTON,

County of WHATCOM

as (INDIVIDUAL ACKNOWLEDGMENT)

I, _____ Notary Public in and for the State of Washington, residing at Bellingham do hereby certify that on this day of 1976, personally appeared before me DONALD V. HAWLEY and CHARLOTTE HAWLEY to me known to be the individual^s described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this day of

Aug 28 1976

Notary Public in and for the State of Washington, residing at Bellingham in said County.

SEP 1 1976

18244

Statutory Form

THE GRANTOR. DONALD V. HAWLEY and CHARLOTTE HAWLEY et al

of BELLINGHAM in the County of WHATCOM and State of MASSACHUSETTS

Washington, for the consideration of-----

One (1) Dollars

in hand paid, conveys... and quit-claim s... to FLORENCE B. GESCHKE

1200 Lincoln SP 126, Bellingham

of the County of WHATCOM in the State of Washington all

interest in the following described Real Estate

A tract of land in Gov. Lot 5, Sec 25, Twp. 38 N., Range 3 E. of WM which is that portion of the former easement for right of way over said Gov. Lot 5 of the Bellingham Bay and Eastern Railroad and more recently the Burlington Northern Railroad that lies easterly of the centerline of said right of way and that abuts Lot 17 & the SLV 70 feet of 16 of Block 4 of the Plat of Agate Bay in said Gov. Lot 5, the N & S property lines of said Plat Lots being extended ~~westwardly across the abandoned RR right of way to said center line~~ westerly across the abandoned RR right of way to said center line. Said easterly $\frac{1}{2}$ of said right of way is 50 feet wide where it abuts said Plat Lots and said tract becomes a contiguous part of said Plat Lots subject to any existing easements or agreements for roads or driveways.

situated in the County of WHATCOM, State of Washington.

Dated this 28 day of Aug, 19 76

Donald V. Hawley
Charlotte Hawley

STATE OF WASHINGTON,

County of _____ **WHATCOM**

(INDIVIDUAL ACKNOWLEDGMENT)

I, _____ Notary Public in and for the State of Washington, residing
at _____ Bellingham _____ do hereby certify that on this _____
day of _____ 19 76 personally appeared before me _____

DONALD V. HAWLEY and CHARLOTTE HAWLEY

to me known to be the individual 8 described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this _____ day of _____

Aug. 22 1976

Notary Public in and for the State of Washington, residing at Bellingham in said County.

SEP 11 1964